

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Council Members

FROM/PHONE: Barbara Dupre', Director of Human Resources/ (954) 797-1100

PREPARED BY: Barbara Dupre'

SUBJECT: Resolution FOPA Union Contract (General Employees)

AFFECTED DISTRICT: n/a

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: COLLECTIVE BARGAINING AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA ADOPTING A FINAL ONE YEAR COLLECTIVE BARGAINING AGREEMENT FOR 2008-2009 BETWEEN THE TOWN OF DAVIE AND THE FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE, INC.; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: This resolution ratifies the collective bargaining contract between the Town of Davie, Florida "Town" and the Fraternal Order of Police "Union", for the time period from October 1, 2008 through September 30, 2009. The Town and the Union negotiated a contract between June 2008 and August 2009, at which point an impasse was declared. Council has deliberated on the impasse items, which are now reflected as part of this final one year contract. The contract has been further ratified by the FOPA civilian employees and can now be adopted by the Town Council in order to implement the changes effective immediately after Council adoption. ***

PREVIOUS ACTIONS: Not Applicable

CONCURRENCES: Not Applicable

FISCAL IMPACT: Yes

Has request been budgeted? Yes

Additional Comments: N/A

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution
Collective Bargaining Agreement

*** This item will be tabled if ratification by the FOPA civilian union does not occur prior to November 17, 2009.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ADOPTING THE COLLECTIVE BARGAINING AGREEMENT FOR THE PERIOD OCTOBER 1, 2008-SEPTEMBER 30, 2009, BETWEEN THE TOWN OF DAVIE AND THE FRATERNAL ORDER OF POLICE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a Collective Bargaining Agreement between the Town of Davie and the Fraternal Order of Police is required pursuant to Florida Statute 447; and

WHEREAS, the agreement will serve to provide harmonious relations between the Town of Davie and the Fraternal Order of Police.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie, FL does hereby adopt the Collective Bargaining Agreement with the Fraternal Order of Police for the period October 1, 2008-September 30, 2009, attached hereto as Exhibit A.

SECTION 2. The Mayor and the Town Administrator are hereby authorized to execute the collective bargaining agreement.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2009.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2009



**GENERAL EMPLOYEES
COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

TOWN OF DAVIE, FLORIDA

-And-

**THE FLORIDA STATE LODGE,
FRATERNAL ORDER OF POLICE, INC.**

October 1, 2008 – September 30, 2009

TABLE OF CONTENTS

Preamble

Article 1. - Recognition

Article 2. - Non-Discrimination

Article 3. - No Strikes, No Lockouts

Article 4. - Management Rights

Article 5. - Employee Rights

Section 5.1 - Personnel Files

Section 5.2 - Performance Evaluations

Section 5.3 - Facilities

Article 6. - Union Rights

Section 6.4 - Dues Deductions

Section 6.5 - Services to the Union

Section 6.6 - On-Site Representatives

Section 6.7 - Bulletin Boards

Section 6.8 - Distribution of Union Materials

Section 6.9 - Use of Town Facilities

Article 7. - Grievance Procedure

Article 8. - Rules and Regulations

Article 9. - Hours of Work

Article 10. - Disciplinary Action

Article 11. - Overtime

Article 12. - Court Time

Article 13. - Probation

Article 14. - Seniority

Article 15. - Holidays

Article 16. - Leaves

Section 16.1 - Vacation

Section 16.8 - Sick Leave

Section 16.14 - Leave of Absence Without Pay

Section 16.21 - Employee Birthday

Section 16.22 - Quality Service Day

Section 16.23 - Bereavement Leave

Section 16.26 - Military Leave

Section 16.27 - Jury Duty

Article 17. - Job Posting, Filling Vacancies and New Positions

Article 18. - Working Out Of Classification

Article 19. - Layoff and Recall

Section 19.1 - Layoff

Section 19.6 - Recall

Section 19.7 - Contracting

Article 20. - Safety
Article 21. - Uniforms
Article 22. - Education
Article 23. - Wages
Article 24. - Longevity and Service Awards
Article 25. - Insurance
Article 26. - Pension
Article 27. - Private Duty Detail
Article 28. - Personally Assigned Take-Home Vehicle
Article 29. - Special Assignment & Duty Pay
Article 30. - Drug- And Alcohol-Free Workplace
Article 31. - Savings Clause
Article 32. - Totality of Agreement
Article 33. - Term of Agreement

PREAMBLE

This Agreement is made and entered into by and between the Town of Davie, (hereinafter referred to as the Town), and the Florida State Lodge, Fraternal Order Of Police, Inc., (hereinafter referred to as the Union or FOP).

Whereas the Florida State Lodge Fraternal Order Of Police, Inc. has been selected as the sole and exclusive bargaining representative for the certified bargaining unit set forth in Article 1 and has been recognized by the Town of Davie as the exclusive bargaining representative for said employees, it is the intention of the parties of this Agreement to provide, for a salary schedule, fringe benefits, and terms and conditions of employment of the employees covered by this Agreement, and to provide for an orderly and prompt method of handling and processing grievances.

This agreement reduces to writing the understanding of the Town and the Union and complies with the requirements contained in Chapter 447 Florida Statutes as amended.

Now, therefore, the parties agree as follows:

ARTICLE 1 - RECOGNITION

The Town of Davie recognizes the FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE, INC., (hereinafter referred as to the Union or FOP), as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment in the following designated unit:

INCLUDED: All regular full and part-time personnel employed by the Town of Davie in the following job classifications:

Administrative Secretary,
Building Inspector (Structural Inspector)
Building Plans Examiner,
Buyer
Cash Receptionist (Customer Service Rep I & II)
Chief Building Inspector (Chief Structural Inspector)
Chief Code Compliance Inspector,
Chief Electrical Inspector,
Chief Engineering Inspector,
Chief Landscape Inspector,
Chief Mechanical Inspector,
Chief Plumbing Inspector,
Clerk III,
Clerk Customer Relations I,
Clerk Typist I,
Clerk Typist II,
Code Compliance Inspector,
Code Compliance Inspector II,
Community Affairs Representative,
Crew Leader,
Crime Analyst
Crime Scene Technician,
Dispatcher,
Dispatch Supervisor,
Electrical Inspector,
Engineering Inspector,
Equipment Operator,
Events Specialist,
Field Customer Service (Technician),
Finance Clerk I,
Finance Clerk II,
Fire Rescue Service Aide,
Fitness Specialist,
Grants Specialist,
Laborer,

Landscape Inspector,
Lead Operator,
Lift Station Operator,
Lift Station Trainee,
Maintenance Worker,
Maintenance Worker II,
Maintenance Technician I,
Maintenance Technician II,
Maintenance Technician III,
Mechanical Inspector,
Office Assistant,
Office Supervisor,
Operations Supervisor, (Public Works Foreman)
Park Ranger,
Permit Clerk,
Permit Examiner,
Plant Operator I,
Plant Operator II,
Plant Operator Trainee,
Plumbing Inspector,
Police Property Clerk
Police Record Clerk
Police Service Aide (P.S.A. –Road Patrol)
PSA Special Assignment,
Pool Lifeguard,
Programs Specialist
Public Information Specialist
Public Works Foreman
Recreation Attendant,
Recreation Leader,
Revenue Specialist,
Safe Neighborhoods Coordinator,
Secretary,
Structural Inspector
Urban Forester,
Utilities Field Technician I,
Utilities Field Technician II,
Utilities Field Technician Trainee,
Utilities Maintenance Mechanic,
Utilities Maintenance Mechanic Trainee,
Victim Advocate
Zoning Clerk,
Zoning Technician I.

EXCLUDED: All other personnel employed by the Town of Davie, in job classifications not named above. All other personnel who may, from time to time, be excluded pursuant to the Florida Public Employees Relations Commission. In addition, positions within the Administrative Aide job classification which serve a director shall be excluded, pursuant to Florida Public Employees Relations Commission Final Order Number 06E-051 for Unit Clarification in Case Number UC-2005-019, which is hereto incorporated as part of this agreement. Otherwise, exclusion or inclusion of newly created positions within this classification shall be determined on a case-by-case basis in accordance with Chapter 447, Florida Statutes.

In the event a new job classification is created within the Town, the Town will notify the bargaining unit of such action. If the Florida Public Employees Relations Commission determines that the new job classification is a job classification represented by the bargaining unit, the Town and the bargaining unit will meet and negotiate for the wages of said new job classification.

Whenever used in this Agreement, the word "Employee" or "Employees" shall mean any person or persons employed in the aforementioned unit as defined by the Florida Public Employees Relations Commission, Case Numbers RC 2004-025 and RC 2004-026, Certification Number 1535, Election Case Number EL-2004-065 held on January 12, 2005 whereas the Florida State Lodge, Fraternal Order of Police, Inc. has been certified on January 28, 2005 by the Commission as the exclusive collective bargaining representative for said employees, and amended pursuant to Florida Public Employees Relations Commission Final Order Number 06E-051 for Unit Clarification in Case Number UC-2005-019, which is hereto incorporated as part of this agreement.

Part time employees will not receive any benefit under this Agreement unless certain benefits are specifically provided for part time employees.

ARTICLE 2 - NON-DISCRIMINATION

- 2.1 The Town and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, remembering that the public law and public interest require no discrimination on the basis of race, color, creed, disability, national origin, age, religion, sex, sexual orientation or political affiliation.
- 2.2 The Town of Davie agrees that neither it nor any of its official representatives will intimidate or coerce any employees or group of employees to refrain from joining or becoming a member of the Union.
- 2.3 The parties agree that there will be no discrimination against an employee for joining or not joining the Union.
- 2.4 The Union shall not be required to process grievances for employees who are not dues paying members in good standing with the Union.
- 2.5 Should the Town take action to grant an employment accommodation under the Americans with Disabilities Act (ADA) of 1990, and such accommodation materially affects a bargaining unit employee's wages, hours, or terms and conditions of employment, the Town will provide the Union with sufficient information to enable the union to understand and evaluate the nature of the Town's participation therein unless prohibited due to confidentiality, non disclosure requirements of ADA, or otherwise prohibited by State, Federal, or local law, rule, or regulation.

ARTICLE 3 - NO STRIKES, NO LOCKOUTS

- 3.1 The Union agrees that there shall be no strikes or slowdowns of any kind whatsoever by employees of this bargaining unit.
- 3.2 The Town agrees that there shall be no lockout of employees for any reason except in those cases where the Town deems such action necessary for the safety of its property and citizens.

ARTICLE 4 - MANAGEMENT RIGHTS

It is understood that the Town of Davie has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects; and the powers or authority which the Town has not officially abridged, delegated, or modified by the provisions of this agreement are retained by the Town. The rights of the Town, through its management officials, shall include but shall not be limited:

- to the right to determine the organization of Town Government;
- to determine the purpose of each of its constituent departments and divisions;
- to exercise control and discretion over the organization and efficiency of operations of the Town;
- to set standards for service to be offered to the public;
- to direct the employees of the Town;
- to schedule employees in positions with the Town;
- to suspend, demote, discharge, or take other disciplinary action against employees for cause;
- to increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds;
- to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work;
- to establish, modify, combine, or abolish job pay positions;
- to determine the method and means for selection for initial hire and for promotions;
- to change or eliminate existing methods of operation, equipment, or facilities;
- to formulate, amend, or modify rules, regulations, and procedures, in accordance with Article 8 of this agreement.

However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matter have the practical consequence of violating the terms and conditions of the collective bargaining agreement in force.

The Town has the sole authority to determine the purpose and mission of the Town, to prepare and submit budgets to be adopted by the Town Council. Those inherent managerial functions, prerogatives and policy-making rights which the Town has not expressly modified or restricted by a specific provision of this agreement are not in any way, directly or indirectly, subject to the grievance procedure contained herein.

In the event the Town exercises its management rights pursuant to Article 4 in such a manner so as to materially affect a bargaining unit employee's wages, hours, benefits, or terms and conditions of employment, the Town agrees to the following procedure. The Town will provide the FOP with written notice of its determination. The FOP will have seven (7) calendar days within which to request impact bargaining. If the union determines that a change materially affects a bargaining unit employee's wages, hours, benefits, or terms and conditions of employment, then the union will provide the Town

notice of the alleged impact and request impact bargaining within seven (7) days of discovering the change. Said request shall be in writing and shall identify the alleged impact of the Town's determination. The parties will engage in impact bargaining within ten (10) working days. Impact bargaining will be conducted in accordance with state law. Failure to request impact bargaining within seven (7) days of either notice or discovery, which ever comes first, will constitute a waiver of any right to impact bargaining.

ARTICLE 5 - EMPLOYEE RIGHTS

5.1 PERSONNEL FILES

1. There shall be one official personnel file for each bargaining unit employee, which shall be kept and maintained by the custodian of personnel records. However, this does not preclude Departments from maintaining their own files or supervisor notes.
2. Any member of the bargaining unit shall have the right to examine his/her official personnel file and/or public records at any reasonable time, upon request to the Town's Records Custodian. The employee may request copies of documents in his/her personnel file and the Town shall provide employees with requested copies pursuant to Resolution 2001-157 and/or the Public Record law.
3. An employee may if he/she desires, may file a statement of rebuttal to any document in the official personnel file, and/or any other public record containing information about the employee. Said rebuttal will be filed in the employee's official personnel file, shall state facts that are relevant to the issue(s) stated in the document to which the rebuttal is to be attached, and shall not contain opinions and/or disparaging remarks about employees, supervisors, or the Town in general.
4. If the personnel file of any employee is requested, that employee shall be notified by the Human Resources Department.

5.2 PERFORMANCE EVALUATIONS

1. A performance evaluation shall be conducted to appraise the effectiveness of performance of employees and for the purpose of improving the quality of service by the employee in the unit. The evaluation shall appraise the employee's performance during the period of time covered for the evaluation.
2. All regular employees shall be evaluated at least once each fiscal year. The evaluation shall be completed within fourteen (14) days of the employee's anniversary date. If the evaluation is not completed within the sixty (60) days, then the employee shall receive his/her wage increase automatically for that evaluation period. The employee's new pay rate shall be effective on the first day of the first pay period closest to the employee's anniversary date. For employees on paid leaves of absences in excess of five (5) months or unpaid leaves of absence in excess of fourteen (14) days, the employee's anniversary date will be extended for a period of time equal to that of the leave of absence.

5.3 **FACILITIES**

1. The Town agrees that there will be lunch and lavatory facilities provided and maintained by the Town. Existing lockers for field personnel in the Police Department, Public Works Department, and Utilities Department will be maintained.

5.4 **LABOR MANAGEMENT COMMITTEE**

1. The Town and the Union agree to form a labor management committee to focus on productivity and other related personnel issues. The committee shall meet at least two times per year and consist of the Town Administrator or Human Resources Director, one Department Director, and up to five (5) employee members who may be selected by the union.

ARTICLE 6 - UNION RIGHTS

DUES DEDUCTIONS

- 6.1 Union deductions shall be made in accordance with forms provided by the Union and executed and authorized by the employee authorizing said deductions. There shall be administrative fees charged by the Town for these dues deductions. The amount of monies to be deducted for each employee shall be provided by the Union to the Town. Any changes in the amounts to be deducted shall be given to the Town by the Union and the Town will effect said changes for individuals by the next full bi-weekly payroll or within forty-five (45) days for mass changes.
- 6.2 The Union shall indemnify the Town and hold the Town harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken by the Town to comply or attempt to comply herewith.
- 6.3 Any employee may withdraw his or her membership in the Union upon written request and thirty (30) days notice to the Town and Union.
- 6.4 Dues shall be deducted bi-weekly and funds shall be sent monthly to the Fraternal Order of Police Labor Council, 242 Office Plaza, Tallahassee, Florida 32301.

SERVICES TO THE UNION

- 6.5 The Town shall provide to the Union, upon request, a list of all bargaining unit employees, including name and address (address pursuant to provisions of FSS 119).

ON-SITE REPRESENTATIVE

- 6.6
 - 1. The Union shall appoint six (6) On-Site Representatives, one of whom shall be the Chief On-Site Representative and six (6) alternates, for the bargaining unit and shall notify the Town of those representatives in writing.
 - 2. Each On-Site Representative, or alternate, if designated by the On-Site Representative, shall, upon request to and scheduling with their department director, have up to fifteen (15) minutes to discuss any duly filed grievance with a unit member. No more than eight (8) hours, in the aggregate, per fiscal year per on-site representative or alternate shall be utilized for such purposes. Prior approval of their supervisor is required. The supervisor's approval shall not be unreasonably withheld.
 - 3. The six (6) on-site representatives and six (6) alternates shall be permitted three (3) days off each per year drawn from the Union established pool of leave time consisting of bargaining unit members leave accruals and as

approved by the department director to attend an officially sanctioned Union business at the discretion of the Town.

4. For purposes of calculating overtime pay, all time spent by the On-Site Representative, alternate, or the Chief On-Site Representative pursuant to Section 6.6 of this article shall count as time worked during regular work hours not to exceed a total of eight (8) hours, in the aggregate per on-site representative or alternate in the fiscal year. All hours must be documented in a memorandum to the department of Human Resources Management.
5. Employees designated as Union Representatives shall be dues paying members and shall be in good standing.

BULLETIN BOARDS

- 6.7 The Town agrees that it shall provide space for one Union purchased bulletin board in each department in which unit members work for use by the Union with a maximum of ten (10) bulletin boards total. Such bulletin boards will not exceed 36 inches in height and 24 inches in width and shall be locking. The Town will be provided with a key to each bulletin board lock. Union material will be posted only on these Union bulletin boards and only following express approval of the director of the department in which the bulletin board is located.

DISTRIBUTION OF UNION MATERIAL

- 6.8
 1. The Town agrees to permit the Union to distribute Town approved written material, provided that such material will only be disseminated on the normal payday. The Union shall notify and provide the material to be distributed to the Town Administrator or designee no later than 11:00 a.m., two (2) days prior to the normal payday. Town approved written material may be distributed along with but not attached to paychecks.
 2. It is understood by both parties that the Town shall incur no liability with respect to any action that may or may not be taken by any individual, group, or corporation as a result of the distribution of such material.

USE OF TOWN FACILITIES

- 6.9 The Union will be permitted to use the Town Hall Community Room or other location to be determined by the Town no greater than once per month on Mondays through Fridays at no cost as available, for sanctioned Union business, provided said arrangements have been made no more than ten (10) days in advance. The Town may also, at its discretion, permit the Union to use the Police Department Community Room on a pre-arranged date and time and no greater than once per month on Mondays through Fridays at no cost. The Town may cancel the use of the Police Department Community Room for Town deemed emergencies. The Town may cancel said use of the Town Hall Community Room or other location at any time. The Town may charge the Union for cleaning of the

Town Hall Community Room or other location following the Unions use if the room is not left as it was found.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.1 The following grievance procedure is to be used for the settlement of disputes between the Town and the Union involving the interpretation or application of specific provisions of the collective bargaining agreement.
- 7.2 The Union shall not be required to process grievances for employees who are not members of the Union.
- 7.3 Any employee who is a dues paying member shall be entitled to use the grievance procedure, even during their probationary period for other than a grievance involving discharge.
- 7.4 Any formal grievance filed shall be on proper forms agreed by the parties and shall cite the provisions of the Agreement (i.e. article & section) alleged to have been violated and shall set forth the facts pertaining to the alleged violation(s). Grievance forms submitted which do not contain the above information and are incomplete, shall be returned to the employee(s) or the Union to be re-filed within the time period as mentioned in Section 7.6.
- 7.5 Grievance discussions will be scheduled and will be conducted by the department with notice to the Union. The aggrieved employee shall suffer no loss of pay or benefits for the time required for such meetings. Whenever practical, grievance discussions will be held during the grievant's regularly scheduled shift, or within two (2) hours of the start or end of the employee's regularly scheduled shift. The grievant shall be given reasonable notice of the grievance hearings as provided herein.
- 7.6 Grievances shall be processed in the following manner:
 - Step 1 Within ten (10) working days after the occurrence of the event giving rise to the grievance, the employee, with or without the assistance of the Union (at the employee's option), shall take it up with his immediate supervisor who may render a decision within five (5) working days and if not resolved, then; shall automatically proceed to Step 2.
 - Step 2 If not resolved within the time frame specified above, the grievance shall be reduced to writing and signed by the aggrieved employee and the Union representative, and the grievance shall be filed with the department director or designee within five (5) working days. The representative, the grievant, and the department director shall conduct a meeting to discuss the matter. If not resolved at that time, proceed with Step 3.

Step 3 If not resolved within five (5) working days of the meeting in Step 2, the grievance shall be submitted to the Town Administrator or designee for decision. The Union representative, the grievant, and the Town Administrator, or designee, shall discuss the matter within ten (10) working days with the response to be rendered within ten (10) working days thereafter. The FOP shall receive their notice by certified mail or by phone to pick up a copy within five (5) business days and if not picked up by the Union, the Town will send a certified letter to the FOP Staff Representative or designee. If not adjusted, then proceed to Step 4.

Step 4 The terminal step of this grievance procedure will be a final and binding disposition by an impartial neutral, mutually selected by the parties. However, an arbitrator or other neutral shall not have the power to add to, subtract from, modify, or alter the terms of the collective bargaining agreement nor shall he or she have the power to establish or change any wage scale or classification, or level of disciplinary action, or impair any of the rights reserved to management by the terms hereof, either directly or indirectly, under the guise of interpretation. Not later than ten (10) working days after the response is rendered in Step 3 the Union/grievant, if not satisfied with the response at Step 3, may request in writing to the Town final and binding disposition by an impartial neutral, mutually selected by the parties. Upon failure of the parties to agree upon an impartial neutral within ten (10) business days from the written request either party may, upon written notice to the other, request the Federal Mediation and Conciliation Service to designate an arbitrator in accordance with their rules. A letter shall be directed by the Union to the Federal Mediation and Conciliation Service requesting a list of seven (7) arbitrators experienced in the field of the subject to be arbitrated. Within ten (10) business days after receipt of the list of arbitrators, the parties shall strike names. The Union and the Town will alternately eliminate one at a time from said list of persons not acceptable until only one remains and this person shall be the arbitrator. The Town and the Union will alternate to first strike names in successive arbitrations, starting with the Union. The decision of the arbitrator shall be void insofar as such decision exceeds his/her authority or passes on matters not expressly made subject to arbitration under this agreement.

7.7 A class action grievance shall be defined as any dispute which concerns two or more employees within the bargaining unit and may be submitted at Step 2 or 3 if mutually agreed to by the Town and the Union.

7.8 In the event an employee is discharged by the Town, the discharged employee member through the FOP may, within ten (10) business days, grieve the discharge to the Town Administrator or his designee by filing a formal grievance filed shall be on the proper forms citing the provisions of the Agreement (i.e. article &

- section) alleged to have been violated and setting forth the facts pertaining to the alleged violation(s). The Town Administrator or designee shall, within ten (10) business days of the receipt of the discharge grievance, meet with a representative of the Union and the grievant in an attempt to resolve the grievance. Within ten (10) business days after this meeting, the Town Administrator or his designee shall render a decision in writing.
- 7.9 Not later than ten (10) business days after a response is rendered by the Town Administrator or designee, the FOP, if not satisfied with the response, may request such dispute or grievance be submitted to arbitration, following the procedure set forth in Section 7.6 of this article.
- 7.10 A grievance not responded to within the time limits set forth herein, shall give the grievant the automatic right to proceed to the next step. Whenever the Town challenges a grievance (whether it be the initial filing or alleged untimely processing) the Union and/or the individual grievant will have the burden of proving when the grievance was actually filed and /or presented to management unless “service” is made by hand delivery and/or certified mail, return receipt requested.
- 7.11 Time limits set in this Article shall not include Saturdays, Sundays, or paid holidays, except where indicated.
- 7.12 The time limits defined hereinafter may be mutually extended in writing.
- 7.13 The Town and the grievant or the Union may mutually agree to hold a grievance in abeyance.
- 7.14 The fees and expense of the impartial neutral shall be borne by the non-prevailing party. All other expenses in connection with the presentation of a matter to the impartial neutral shall be borne by the party incurring them.
- 7.15 Any grievance or dispute not submitted according to the foregoing procedure shall be foreclosed for all contractual and legal purposes.
- 7.16 Nothing herein shall preclude the earlier settlement of any grievance directly by agreement between the Employer and the Union, however, such settlement shall not constitute an admission the contract was violated nor shall it be used as a precedent for future contract interpretation.
- 7.17 The Town and the FOP may be represented at the hearings by counsel or other representatives of their choice.
- 7.18 It will be the obligation of the Arbitrator to the Town and to the Union to make his/her best effort to rule on the cases heard by him/her within thirty (30) calendar days.

7.19 Part time employees shall also have grievance privileges.

ARTICLE 8 - RULES AND REGULATIONS

- 8.1 The Union recognizes the right of the Town and its departments to establish rules, regulations, and policies for the safe and efficient conduct of Town business and penalties for violation of such rules, regulations, and policies provided said rules, regulations, and policies do not conflict with any provisions of the Collective Bargaining Agreement or any terms and conditions of employment. Changes in present rules shall not become effective until they have been provided to union representatives and posted in the affected department for at least five (5) business days, excluding Saturdays, Sundays and paid holidays.

Article 9 Hours of Work

A. Work, Hours and Compensation

1. In order to be compensated for hours worked, employees must report all hours worked.
2. "Normal work hours" are those hours which the employee is regularly scheduled to work.
3. Employees are classified as being part-time when normal work hours are less than 35 hours a work week. Employees are classified as being full-time when normal work hours are 35 hours or greater a work week.
4. All employees may be called out beyond their normal work hours.
5. It is the responsibility of management to notify employees as soon as possible of a scheduling change. Any permanent change to a work schedule (a change lasting more than 90 days) will not be done with less than 30 days written notice to the affected employee. In addition, employees will be provided a reason for the change in hours in the written notice.

B. Scheduling of Hours

1. The work week will begin at 12AM on Thursday and end at 11:59PM the following Wednesday. Those employees who are normally scheduled to work hours that are split between Wednesday and Thursday will split their hours between workweeks accordingly.
2. Employees must take a one half hour unpaid lunch each day, which shall be scheduled by the department. In addition, employees will be allowed two (2) fifteen (15) minute paid breaks to be scheduled by the department generally one in the morning and one in the afternoon.
3. Department Directors may authorize the use of flextime. Flextime allows departments to select from a range of starting and ending times for the work day. Except in the case of an emergency, all hours shall be within two (2) hours of the starting and ending times of a normal (8:30AM to 5:00PM) work day and shall be scheduled as a continuous eight (8) hours. Flextime must account hour for hour of the normal amount of work hours within the standard 40 hour work week.

4. Department Directors may authorize a compressed work week (IE four (4) ten-hour days) that includes the normal hours worked in the regularly scheduled work week.
5. Compensatory Time or "Comp-time", is not authorized unless approved in writing by the Town Administrator.

C. Regular Pay

1. Regular pay is received for scheduled hours worked when an employee actually works those hours. Pursuant to the Fair Labor Standards Act (FLSA), bona fide meal periods are not considered work time.
2. The Pay Plan, including regular rate of pay, will be prepared by the Human Resources Department, and approved by the Town Administrator.
3. The scheduling of work is the responsibility of the department, division, or area in which the employee works.

D. Fair Labor Standards Act Status

1. Employees in positions that are classified as being exempt according to Fair Labor Standards Act will be compensated on a salary basis and are therefore not entitled to call-out or overtime pay. This does not preclude employees from being called-out.
2. Employees in positions that are classified as being non-exempt according to the Fair Labor Standards Act are compensated on an hourly basis and are therefore subject to call-out, and overtime pay. Such pay will be paid in addition to the employee's base wage/pay rate and must be authorized by the department director.

E. Call Out Pay

1. Due to the nature of the Town's services it may be necessary to call-out employees.
2. Types of call-out:
 - a. For non-exempt employees, regular pay will be received for a minimum of three (3) hours or for actual hours worked, whichever is greater, when an employee is called out. Overtime will be applied when hours worked are greater than forty (40) per work week.

- b. For non-exempt employees called-out to work during an official holiday, pay will be calculated at the rate of time and one-half for the number of hours worked, in addition to their earned holiday pay.
- c. If an emergency requires an employee to be called into work during a pre-approved leave request (vacation, funeral, FMLA), pay will be calculated at the regular straight time and/or appropriate overtime rate and leave will be adjusted accordingly.
- d. Call-out pay is not authorized if an employee is not called-out or approved by the proper authority.

F. Shift Day Off Exchange

When requested by a bargaining unit employee, shift exchanges may be made at the department director's discretion provided the exchange is consistent with operational requirements, does not result in overtime, and is not in violation of the basic workweek.

G. Shift Assignment/Rotation

Whenever a shift rotation occurs, no bargaining unit employee shall be forced to work a double shift unless, in the sole discretion of the Department head or designee, it is deemed absolutely necessary. If the bargaining unit employee is forced to work a double shift, compensation shall be at the rate of one and one half (1.5) his/her base hourly pay rate for all hours in excess of his/her regularly scheduled work week. Bargaining unit employees rotating from one shift to another shall be entitled to at least eight (8) hours of off duty time before returning to work.

H. Tardiness

Employees are expected to faithfully observe their working hours, report for work on time, and be regular in attendance. However, each employee shall be allowed up to ~~one (1)~~ two occurrences of tardiness of no longer than six (6) minutes per occurrence, during a twelve (12) month period with no disciplinary action. On the ~~first~~ third (3rd) occurrence, the employee will receive a documented oral counseling, on the fourth (4th) occurrence, a written reprimand, and on the fifth (5th) occurrence, a one day suspension. These steps must be met before any other actions of discipline are imposed.

- I. Inclement Weather Pay - If there is an inclement weather day which interferes with operations of a department/division or unit, the supervisor will determine if employees:
 1. Remain at the work site, reassigned to other duties/functions and receive the appropriate compensation; or
 2. Are allowed to go home, utilize vacation leave or other paid leave, and receive the appropriate compensation and adjustment to leave balance; or
 3. Are allowed to go home and take leave without pay.

ARTICLE 10 - DISCIPLINARY ACTION

- 10.1 Disciplinary action may be imposed in accordance with the Town's Personnel Rules and Regulations, Rule VII, and any departmental rules and procedures.
- 10.2 The Union shall be notified of all disciplinary action (written reprimand or greater) taken against any bargaining unit employee within five (5) days of the action, excluding weekends and holidays.
- 10.3 Any and all discipline shall be subject to the grievance procedure set forth in Article 7. This provision shall also apply to part time employees.

ARTICLE 11 - OVERTIME

- 11.1 Definitions:
- A. Overtime: Hours worked in excess of forty (40) per week.
 - B. Overtime Pay: Money paid at the rate of one and one half times the regular rate of pay for hours worked in excess of forty (40) per week.
- 11.2 Overtime pay will be paid at a rate of one and one-half times the regular rate of pay for each hour worked in a work week in excess of forty (40) hours per week. All overtime, regardless of the amount, must be approved by the department director or designee.
- 11.3 Holidays that fall during an employee's normally scheduled workweek and are not worked will be used in the calculation of the overtime rate of pay. In the case where an employee works on a holiday, either the holiday pay or the actual hours worked, whichever is greater, will apply towards the calculation of overtime, but not both, i.e. in the case where an employee works on a holiday, they will be paid Holiday Pay, and their overtime rate of pay.
- 11.4 Vacation Leave and Jury Duty will be used in the calculation of overtime; however, sick leave hours will not be used in calculating the overtime rate of pay.
- 11.5 Holidays that fall on days the employee is not normally scheduled to work and the employee does not work, the holiday will not be used in calculation of the overtime rate.
- 11.6 Unpaid leave, disability pay, and worker's compensation will not be used in calculation of overtime.
- 11.7 There will be a minimum of three (3) hours of call in pay for any employee who is called to work outside his/her regularly scheduled hours of work.
- 11.8 To the extent possible, the Town agrees to distribute overtime in an equitable manner, among qualified unit personnel normally assigned to perform such assignments. To the extent possible, the Town will fill overtime vacancies in an equitable manner among qualified personnel by, at the department director or designee's option, offering overtime to those employees on site or by using seniority or other objective criteria as a guideline. Overtime lists shall be utilized in every department where overtime or callout is a factor. Individual lists for specific assignments will be established. The process shall first start with the first person on the list and continue down the list. An employee may request that they be placed at the bottom of the list. When called, if an employee does not respond the employee will be marked as a refusal for that instance. When overtime becomes available again, the process shall commence from the last person called,

therefore everyone normally assigned to perform such assignments shall be given the opportunity to work. In the event all qualified employees were given the opportunity to work overtime and declined or were unavailable but work still exist, overtime shall be offered to other employees who are qualified to work such assignments but only after all qualified personnel normally assigned to perform such assignments have been called. An accurate record reflecting the overtime work assigned to each employee covered by this Agreement shall be available to the Union upon request.

- 11.9 Employees normally shall not have the right to refuse overtime, except if a family emergency exists. However, in no event can an employee refuse overtime if the Town Administrator, Department Head or designee, determines such overtime is necessary to meet operational requirements.
- 11.10 Employees required to work during an Emergency, when all other government operations have been suspended, shall be paid double time for all hours worked during the declared Emergency. This provision applies when the Town Administrator declares that the Town is under a state of Emergency and continues until he/she or his/her designee lifts the Emergency declaration.

ARTICLE 12 - COURT TIME

- 12.1 A bargaining unit employee who attends court or a deposition in connection with a matter directly related to the performance of their official duties with the Town shall be compensated at their normal rate of pay when attending court or depositions during normal working hours.
- 12.2 A bargaining unit employee who attends court or deposition in connection with a matter directly related to the performance of their official duties with the Town outside their normal working day or on their authorized day off shall receive a minimum of three (3) hours pay at one and one-half (1½) times their regular hourly rate. A bargaining unit employee who attends court or deposition in connection with a matter directly related to the performance of their official duties with the Town following their normal work hours on their normal work day shall receive pay at one and one-half (1½) times their regular hourly rate for the hour that are in addition to their normal work hours on that day.
- 12.3 An employee who is required to be on department determined stand-by status in connection with a job-related court case will be provided with a beeper. Accordingly, the employee will not be required to remain at home in a constant state of readiness to appear in court. Such stand-by time will not, therefore, be considered as time worked and employees will not receive compensation (overtime or straight time) for such time. However, an employee shall receive compensation at the rate of one and one-half (1 ½) times his/her regular rate of pay for extended stand-by status. For purposes of this article, extended stand-by status is defined as stand-by time in excess of two (2) hours each day regardless of the number of cases for which the employee is on a stand-by status.
- For example, if an employee is on stand-by status/extended stand-by status for one case from 9:00 a.m. to 11:00 a.m. (it does not matter if it is for one case or more than one case) and from 1:00 p.m. to 5:00 p.m. (again, it does not matter if it is for one case or more than one case), the employee will be on non-compensable stand-by status from 9:00 a.m. through 11:00 a.m. (two hour stand-by) and compensable extended stand-by status from 1:00 p.m. through 5:00 p.m. (four hours of extended stand-by) for which the employee shall receive overtime compensation at the rate of one and one-half (1 ½) times his/her regular rate of pay.
- 12.4 On all “mandatory” subpoenas, the employee must appear in court. On all “stand-by” subpoenas, an employee’s stand-by stops automatically UNLESS he/she is notified by the Town’s Court Liaison Officer that he/she is on extended stand-by. When an employee has been notified that his/her stand-by status has ended, and the employee is directed to report for trial, then the employee will be entitled to court time, if at all, under the provisions of Article 12.4.

- 12.5 For the purpose of this article, if the employee is canceled by the Davie Court Liaison Officer for a mandatory court appearance by two (2) or more hours prior to the scheduled court appearance, the employee will receive no compensation. If the employee is canceled more than one (1) hour but less than two (2) hours prior to the scheduled court appearance, the employee will receive one (1) hour of overtime compensation. If the employee is canceled less than one hour prior to the scheduled court appearance, the employee will receive two (2) hours of overtime compensation.
- 12.6 Employees must carry a beeper during any day of mandatory court appearance and during periods of standby.

ARTICLE 13 - PROBATION

- 13.1 When an employee is hired by the Town, or a current employee begins employment in a new or different position said employee shall be on probationary status for twelve (12) continuous months from the first date of employment in the new or different position, with an interim evaluation and/or progress reports to be done after three (3), six (6), and nine (9) months of employment. Probationary employees are eligible for a step increase if their overall performance level on their annual (12 month) evaluation is “meets expectations” or better. Employees may be entitled to the use of their sick time in accordance with Article 16, after they have completed three (3) months of continuous employment and may be entitled to use their vacation time in accordance with Article 16, after they have completed six (6) months of continuous employment. After a successful evaluation and completion of said twelve (12) continuous months, the employee shall attain a regular employee status.
- 13.2 In the event a probationary employee does not meet expectations or better in their evaluation, an extension of up to ninety (90) days may be provided at the sole discretion of the department director. Said action shall not be subject to appeal by the employee and/or the Union. If an extension is granted and the employee meets expectations, the anniversary date for the employee shall remain the same; however, the step increase will not be retroactive and shall commence the date the extended evaluation is completed.
- 13.3 During an employee’s initial probationary status, the Town may terminate said employee for any reason. Said action shall not be subject to appeal by the employee and/or the Union.
- 13.4 In the event that an employee employed by the Town who voluntarily fills a vacancy or a new position in any other job classification with the Town; and the Town determines, within the probationary period, that the employee has not satisfactorily performed that job, the employee will be given written notice of such unsatisfactory performance and allowed thirty (30) days to improve performance to the standards necessary. If after said thirty (30) day period, performance standards have not been attained, the Town shall place the employee back in his or her former position or an equivalent grade level position within the bargaining unit provided that the employee meets all the qualifications for the equivalent grade level position. Alternately, the employee may elect to request to return to his or her former position within a period of twelve (12) months from the date of the promotion. If the Town certifies that no vacancy exists in the employee’s former position or an equivalent grade level position, the employee may be placed in a lesser grade level position. If no position is available at that time, employee shall be placed on recall subject to Article 19 and at the discretion of the department director, however, the employee must respond within five (5) working days after the notice is sent or such recall rights are forfeited.

- 13.5 If the employee chooses to return or is returned to his or her previous position, he or she shall revert to the anniversary date held prior to the promotion/transfer.
- 13.6 Change of employment job classification within this unit shall not result in a loss of use of accrued sick and vacation benefits.

ARTICLE 14 - SENIORITY

- 14.1 For the purpose of this contract, the types of seniority are:
- a. Town-wide Seniority – the total length of continuous employment from the first date of hire as a Town employee.
 - b. Classification Seniority – the total length of continuous employment within a job classification. In the event a person is reduced in pay grade level position, for whatever reason, their classification seniority in the lower classification shall be considered continuous as though they had never left the lower classification.
 - c. All seniorities shall accumulate during authorized absences due to illness, injury, vacation or other authorized leave. Employees will lose their seniority as a result of:
 - 1) termination or resignation
 - 2) retirement
 - 3) absence without authorization
 - 4) leaves of absence without pay as addressed in Article 16.14 through 16.20
- 14.2 Shift assignment for P.S.A. Special Assignments, P.S.A.s, and Crime Scene Technicians shall be made according to classification seniority as well as administrative needs, and shall be bid upon once every six (6) months. Bidding will be conducted in September to be effective in October; and bidding will be conducted in March to be effective in April.
- 14.3 Transfers of shifts will not be made for disciplinary reasons.

ARTICLE 15 - HOLIDAY LEAVE

15.1 All regular full-time employees shall receive eight (8) hours off with pay for each observed holiday.

15.2 Authorized Holidays – The following holidays will be observed as holidays for Town employees within the Bargaining Unit:

New Year's Day	½ Day New Year's	President's Day
Christmas Day	Christmas Eve Day	Memorial Day
Martin Luther King Jr. Day	Veteran's Day	Labor Day
	Thanksgiving Day Eve	Day After Thanksgiving

Independence Day

In the event that the Town Council changes a designated holiday for all other non-represented Town of Davie employees, employees covered under this bargaining agreement shall observe the holiday on the new date designated by council.

15.3 For this group, when a holiday falls on Saturday, it will be observed on the preceding Friday. When a holiday falls on Sunday, the following Monday will be observed as the holiday. For regular employees in regular positions on a workweek other than Monday through Friday, the department director shall designate the work day that shall be observed.

15.4 All regular part-time employees will be entitled to holiday pay in proportion to the number of budgeted hours per week. For example, an employee whose "normal work hours" are 20 hours per week would receive 4 hours of holiday pay. If a holiday falls on a day where a part time employee is not scheduled to work, the director should adjust the hours during the pay period so that the total number of hours paid, including the pro-rated holiday pay, equals the total number of hours budgeted.

15.5 Eligibility for Holiday Pay – In order to receive pay for an observed holiday, an employee must not have been absent without pay and/or absent without approved leave either on the work day before, after, or during the holiday. If an employee calls in sick on a holiday, the employee will lose equivalent hours of sick time and will not be paid for the holiday.

15.6 Unless otherwise approved by the Town Administrator or Human Resources Director employees will not be eligible for holiday pay if the employee is:

- A. Receiving workers' compensation
- B. On a suspension
- C. Receiving disability pay or on an extended approved FMLA or Leave of Absence.
- D. Receiving income from another governmental source related to employment.

- 15.7 In the event that a holiday(s) falls outside the employee's work week, or the employee is required to provide an essential service, and that employee's work week is not Monday through Friday, the employee shall be compensated by receiving holiday pay.
- 15.8 Any employee, whether or not they work on a designated holiday shall receive his/her regular rate of pay. Any employee who works on a designated holiday shall also receive holiday pay at one and one half ($1 \frac{1}{2}$) times his/her regular rate of pay for all hours worked on the holiday.
- 15.9 Holiday on Leave Day - Employees that are off work due to vacation leave, funeral leave, or short term military leave must use the holiday on the day it is granted; therefore, holidays occurring during such leave will be compensated as holiday time and not deducted as leave.

ARTICLE 16 - LEAVES

VACATION

- 16.1 Each regular employee (leave shall accrue for part time employees in regular positions, working at least twenty (20) hours per week) shall be entitled to vacation with pay based on the schedule below:
- a. Employees accrue 0.03846 hours of vacation leave per hour paid (i.e., 80 hours accrual earned per year at 3.08 hours biweekly) [ten (10) working days for each year (2080 hours) paid] for the first through the fifth (5th) year of employment;
 - b. Employees accrue 0.05769 hours of vacation leave per hour paid (i.e., 120 hours accrual earned per year at 4.62 hours biweekly) [fifteen (15) working days for each year (2080 hours) paid] for years five (5) through ten (10) of employment;
 - c. Employees accrue 0.07692 hours of vacation leave per hour paid (i.e., 160 hours accrual earned per year at 6.15 hours biweekly) [twenty (20) working days for each year (2080 hours) paid] for years ten (10) and over of employment.
- 16.2 Vacations are earned on the basis of length of service with the Town. An employee may be permitted to take vacation with pay after they have completed a (6) month continuous period of employment with the Town.
- 16.3 When an employee resigns, or is terminated for reasons other than misconduct, he/she will be paid one hundred (100%) for any unused vacation at the employees current rate of pay, on the pay day of the pay period following the pay period in which the employee separates employment from the Town provided the employee has returned all Town property and has settled payment of any funds due to the Town. Employees terminated for misconduct shall not be paid out unless otherwise approved by the Director of Human Resources. Accruals are pro-rated during the year. Each employee entitled to a vacation may indicate his/her preferred vacation time and such request will be considered in continuous service order and granted when practicable, but it is understood that the efficient operation of the Town shall be the first consideration, and the Town shall have the right to assign vacations on that basis. All denials for such leave request shall be done in writing.
- 16.4 All pay due an employee while on vacation will be made available as if the employee were not on vacation.
- 16.5 For purposes of accrual, the vacation year shall be October 1st through September 30th. Vacation leave shall be cumulative; however, at the end of the fiscal year,

an employee's vacation leave credits up to an amount equal to the amount of vacation leave hours accrued during that fiscal year, as indicated in Section 16.1 shall be transferred to the following fiscal year. Employees with accrued vacation leave in excess of eighty (80) hours and who have utilized at least eighty (80) hours of leave time during the fiscal year, may be allowed to make an election during one month of the year (to be determined by the Town Administrator or designee) to sell the excess vacation leave time back to the Town, subject to available funds, at the discretion of the Town Administrator or designee. An employee may request the Town Administrator or designee to provide an extension of those hours above the amount set forth herein for a period not to exceed three (3) months. All time sold will be deducted from the vacation time accumulation.

- 16.6 The amount transferable for part time employees, working at least twenty (20) hours per week, will be equivalent to hours indicated in Section 16.1.
- 16.7 Employees on leave for Worker's Compensation may not utilize vacation leave except to supplement Worker's Compensation with accrued vacation leave in order to provide the employee with a full paycheck, but no greater; and only after all accrued sick leave has been exhausted. Worker's Compensation may also be supplemented with accrued sick leave in order to provide the employee with a full paycheck, but no greater.

SICK LEAVE

- 16.8 Full time employees, including probationary employees, will earn credit of eight (8) hours of sick pay for each month of service. Such credit will be accumulated from the date of employment and will not exceed 1,040 hours. An employee who has accumulated at least ten (10) days sick leave to his/her credit will be allowed to convert a maximum of four (4) days sick leave to vacation leave once per fiscal year via written request by the end of October, which shall be subtracted from their sick leave. A balance of at least forty hours (40) must remain in the employee's sick leave bank. Sick leave credits will be prorated for part time employees in regular positions, including probationary employees, working at least twenty (20) hours per week. Sick leave for part time employees in regular positions may be accumulated up to a maximum of 520 hours.
- 16.9 Employees may use sick leave credit for personal illness or injury or illness or injury of a member of an employee's immediate family that requires the employee's personal care and attention, providing that the employee notifies his/her Department Director or designee on the first day of absence for such illness or injury and states the reason for the absence. The division/Department Director, or his designee, must be notified at least one hour prior to the employee's scheduled work shift. Department will provide a call list to affected employees within their departments.

- 16.10 Probationary employees earn credits for illness from the date of employment. Employees may be entitled to the use of their sick time, after they have completed three (3) months of continuous employment. Following six (6) month continuous period of employment, employees may be permitted to take sick leave with pay as long as they have successfully passed an applicable six (6) month performance review. Promotional probationary employees shall not be affected by this section.
- 16.11 An employee will be paid fifty percent (50%) of the value of sick leave accumulated to his/her credit at the time of separation at their current rate of pay, provided the employee leaves after completion of his/her initial probationary period of employment for reasons other than misconduct. Employees terminated for misconduct shall not be paid out unless otherwise approved by the Director of Human Resources. If an employee retires under the provisions of the Town Retirement System, he/she will be paid seventy-five percent (75%) of the value of the sick leave accumulated to his/her credit at time of separation. Upon death of employee, one hundred percent (100%) of the value of accumulated sick leave will be paid to the employee's beneficiary as named on the employee's group life insurance policy. The maximum pay out for this article shall be 1,040 hours of sick leave credit and for part time employees will be equivalent to one half of the hours indicated above. All payments of sick leave/accruals in Section 16.11 shall be paid on the pay day of the pay period following the pay period in which the employee separates employment from the Town provided the employee has returned all Town property and has settled payment of any funds due to the Town.
- 16.12 A regular employee who is absent from work because of a job related injury or a job related illness will continue to accrue sick leave hours during such period of absence that he/she remains in full pay status.
- 16.13 The Town will grant to eligible employees one (1) personal vacation day for each six (6) months as designated below in which the employee in this unit does not utilize sick time, to a maximum of two (2) personal vacation days in a calendar year after the employee's initial probationary period has been satisfied. Time frames for determining eligibility are as follows:
January 1 – June 30
July 1 – December 31.

(FMLA) - FAMILY & MEDICAL LEAVE ACT/PERSONAL LEAVE OF ABSENCE

- 16.14 An employee who has worked with The Town of Davie at least twelve (12) months and who has worked at least 1250 hours in the last twelve (12) months prior to the beginning date of leave may be entitled to twelve (12) work weeks of paid/unpaid leave in any rolling twelve (12) month period under the provisions of the FMLA of 1993.

Personal Leave

16.15

Employees having satisfactorily completed their initial six (6) month probationary period may be granted up to six (6) months of personal leave without pay with approval of their Department Director and the Town Administrator or designee.

Personal leave is intended to be used for health, education, pregnancy or extenuating and/or extraordinary personal reasons.

16.16 FMLA

1. Eligibility for FMLA

- a. Regular employees who have worked for the Town of Davie at least twelve (12) months and worked at least 1250 hours in the last twelve (12) months prior to the beginning date of leave may be entitled to twelve (12) work weeks of paid/unpaid leave in any rolling twelve (12) month period.
- b. FMLA may be granted for the following reasons:
 1. To care for a newborn child or for placement of a child with the employee through foster care or adoption.
 2. To care for a child, parent or spouse who has a serious or terminal health condition.
 3. To attend to a personal serious health condition which renders the employee unable to perform the essential functions of their job.
- c. An employee who takes an extended leave for any FMLA qualifying reason may be deemed by the Town of Davie to be on FMLA for the purpose of calculating time using the rolling twelve (12) months. Failure to complete FMLA paperwork or to receive official notification of leave approval will not automatically disqualify an employee's leave from being considered FMLA. FMLA will also run concurrent to workers' compensation leave when an employee is out for a work related illness or injury.

2. Request for FMLA

- a. Request for FMLA, paid or unpaid, shall be submitted in writing on the "Leave Request Form" to the employee's Department Director and must be approved by the Human Resources Director.
- b. Documentation qualifying the FMLA leave must be submitted to the Human Resources Department so that approval may be granted. In the case of an employee's own personal illness or injury, the FMLA physician's certification form must be filled out by the employee's treating physician.
- c. Employees must use up all of their sick leave, vacation leave, and any other applicable Town leave during the course of the FMLA. When the duration of the leave is known, with approval of the H.R. Director, vacation, sick time, and other leave may be stretched out over the course of the entire leave in order to cover insurance benefit premiums during the twelve (12) weeks of FMLA. Use of the paid leave (i.e. sick, vacation, etc.) will apply toward the twelve (12) week entitlement and is not in addition to this entitlement.
- d. Leave may be requested on an intermittent basis or on a reduced work week schedule if medically necessary. The employee must provide medical certification within fifteen (15) days of the date requested. The employee must attempt to schedule their intermittent or reduced leave so as not to disrupt the organization's operations. The employee may be required to transfer temporarily to a position with equal pay and benefits that better accommodates recurring periods of leave or a reduced work schedule.
- e. Upon returning from FMLA the employee is entitled to return to the same position held when the leave began or to a similar position with equivalent benefits and pay, unless the position would have been eliminated had the employee not been on leave. In such circumstances, the employee may apply for any other vacant position for which they are qualified. Should the leave continue beyond the twelve (12) workweek period, reinstatement rights are at the discretion of the Town of Davie.
- f. An employee granted FMLA will continue to be covered under the Town's insurance plans under the same conditions and coverage as would have been provided if the employee had been actively employed during the leave period. An employee is not entitled to leave accruals during the period of unpaid leave. The employee will have the option of continuing health care coverage by paying for all or part of health insurance premiums for any period beyond

the initial twelve (12) weeks, if granted.

- g. An employee who fails to return to work on the date specified on the leave request form without receiving an extension in advance is subject to disciplinary action up to and including termination. Employees who do not return from FMLA leave must reimburse The Town of Davie for any health insurance payments made on their behalf during the duration of the leave, unless the employee is physically unable to return to work.

D. Personal Leave

1. Eligibility for Personal Leave

- a. Regular employees, having satisfactorily completed the initial twelve (12) month probationary period, may be granted personal leave without pay.
- b. Personal leave may be granted for a period not exceeding six (6) months, provided that the department manager deems such leave to be justified and not detrimental to the operations of the department.
- c. Personal leave, if approved, will run concurrent to any approved FMLA and the total leave shall not exceed six (6) months. In exceptional cases, leave may be extended, upon approval by the department director and the Director of Human Resources.
- d. Personal leave is intended to be used for health, education, pregnancy or extenuating and/or extraordinary personal reasons.

1. Request for Personal Leave

- a. Request for personal leave, without pay, shall be submitted in writing on the "Leave Request Form" to the employee's Department Director and approved by the Director of Human Resources.
- b. Prior to requesting personal leave for medical reasons, the employee must utilize any/all accrued sick leave, vacation leave or any other applicable leave.

2. Benefits while on Personal Leave

- a. Group life, health, and dental insurance coverage, for both the employee and dependents, may be continued while on approved personal leave, provided that premiums for coverage (both

employee and dependents) are paid and kept current by the employee. Employees may have the right to continue these insurance benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986. Retention of insurance benefits must be made by the employee, through the Human Resources Department.

- b. Employees will not receive holiday pay, or earn any accrued leave or pension benefits while on personal leave without pay. In addition, the employee's anniversary date shall be adjusted to account for the duration of the leave.

3. Return to Regular Employment

- a. An employee's position will be held only as set forth in the provisions of the FMLA for the first twelve (12) weeks of leave, if the employee qualifies for such leave. Employee's not granted FMLA, or whose FMLA time has expired, will no longer be guaranteed their position, but may return at the sole discretion of the Department Director if a job is still available.
- b. Employee's granted personal leave shall contact their supervisor or department manager two (2) weeks prior to expiration of granted personal leave in order to facilitate the reinstatement process.
- c. Employees that do not contact their supervisor or department manager and do not return to work upon expiration of granted personal leave will be considered absent without leave. Absence without leave for three (3) consecutive workdays is considered that the employee has resigned and will be handled as such. Absence without leave for less than three (3) days can be grounds for disciplinary action, in accordance with Town policy.
- d. The Town will make a reasonable effort to return the employee to their former position or a similar position in the same classification in another department, if possible. If no opening exists, the employee may apply for any open posted positions that become available or for which they are qualified.

- 4. No leave of absence without pay will be granted to permit an employee to work at another job or conduct a business.

EMPLOYEE'S BIRTHDAY

- 16.21 An employee must have been employed at least one year and must have successfully completed the twelve month probationary period to receive his/her birthday. The employee shall be able to utilize their birthday on the day of their actual birthday or another day within sixty days following the employee's birthday as mutually agreed by the employee and the Department Director.

QUALITY SERVICE DAY

- 16.22 An employee who has been employed at least one year, has successfully completed the twelve month probationary period has no written disciplinary notices, has no at fault accidents, and has obtained a three (3) or greater on his/her performance evaluation during the previous fiscal year shall receive a Quality Service Day. The employee shall be able to utilize the Quality Service Day on a day within the fiscal year in which the Quality Service Day is credited as mutually agreed by the employee and the Department Director.

BEREAVEMENT LEAVE

- 16.23 Any employee who suffers the death of an immediate family member described in 16.24 shall be granted three (3) working days bereavement leave, however, if the funeral is held outside the State of Florida and is attended by the employee, he/she shall be granted five (5) working days bereavement leave. Bereavement leave must be utilized within ten (10) calendar days of the death of the immediate family member. This period of time may be extended at the sole discretion the Town Administrator or designee.
- 16.24 For purposes of this section the term "immediate family" shall be defined as employee's father, mother, spouse, father-in-law, mother-in-law, brother, sister, half-brother, half-sister, grandparents, spouse's grandparents, grandchildren, brother-in-law, sister-in-law, son or daughter in-law, son or daughter, step-parents, or step-children, registered domestic partner pursuant to Broward (or applicable) County ordinance, (or members of the employee's family as approved by the Town Administrator or designee).
- 16.25 The Town reserves the right to require documentation supporting all approval of bereavement leave after the employee returns to work.

MILITARY LEAVE

- 16.26 The Town of Davie recognizes the right and duty of its employees to serve in units of the U.S. Armed Forces, Reserves, and the Florida National Guard. As

such, military leave will be granted in accordance with applicable Federal, State and/or local laws, statutes, and ordinances.

JURY DUTY

- 16.27 Employees who are called for Jury Duty or who are subpoenaed as witnesses before any court of competent jurisdiction or administrative tribunal in the performance of their duties as a Town employee or in connection with this agreement shall, upon proper proof, be paid compensation for such time as they are actually detained from their regular hours, less the fee received.

ARTICLE 17 - JOB POSTING, FILLING VACANCIES AND NEW POSITIONS

- 17.1 When the Town is actively seeking to fill a vacancy for a bargaining unit position, the Town shall be required to post said vacancy on department bulletin boards. The notice shall be posted for five (5) days, excluding Saturdays, Sundays and Holidays, and shall include the rate of pay, minimum qualifications and deadline for application. After the initial five day internal posting, a review of internal candidates shall be conducted, at which time the Town may elect to post the position externally. Promotional or Open postings may be advertised.
- 17.2 The Town agrees that whenever a vacant position shall be filled within any job classification covered by this agreement first consideration shall be given to qualified Town employee applicants for said position.
- 17.3 Each employee within the bargaining unit possessing the minimum qualifications shall have an opportunity to apply and be considered for such position. Following the posting deadline, the applicants who meet the minimum qualifications shall be invited to participate in the assessment process for the vacant position; if applicable, and evaluated based upon their ability to perform the job. All things being equal, the applicant with the most seniority shall be appointed.
- 17.4 Employees interviewed for promotional opportunities shall be notified of their acceptance or rejection in writing within five (5) working days of the appointment of the position. Employees shall be entitled to obtain additional information regarding their status from the Department of Human Resources Management and/or the hiring department.

ARTICLE 18 - WORKING OUT OF CLASSIFICATION

- 18.1 Each employee covered under this Agreement shall work within his/her regular job classification. However, in the event of temporary vacancies in either a lower or higher job classification within the Bargaining Unit, the Town of Davie may temporarily assign an employee to a different classification subject to the following provisions:
- 18.2 An employee temporarily assigned by his/her department director or designee to a higher paying job classification in the Bargaining Unit for a period of two or more full eight hour days within a pay period shall be compensated at a rate of pay at least five percent (5%) greater than the employee's regular rate of pay for the hours worked out of classification.
- 18.3 The employee temporarily working in a higher classification shall be paid at a step in that higher classification sufficient to give the employee a higher rate of pay, but in no event shall that higher rate of pay be less than five percent (5%).

ARTICLE 19 - LAYOFF AND RECALL

- 19.1 Layoff defined is the separation of an employee for lack of work or funds as determined by the Town, for any reason including but not limited to abolishment of a position/job title, department, division, reduction in force, the contracting out of services, or for any reason without fault or delinquency on the employee's part.
- 19.2 In the event of a layoff as defined in section 19.1, the order of layoff shall be as follows:
1. First – Probationary Part Time bargaining unit employees
 2. Second – Regular Part Time bargaining unit employees
 3. Third – Probationary Full Time bargaining unit employees
 4. Fourth – Regular Full Time bargaining unit employees
- 19.3 Seniority lists shall be established for each bargaining unit class title/job classification affected by a lay-off. All regular bargaining unit employees occupying positions in the affected class title shall be placed on a seniority list. In the event it is necessary to reduce the workforce for any reason, employees shall be laid off in inverse order of seniority, i.e. junior employees first.
- 19.4 An employee who is laid-off as defined in this Article shall, based on Town wide seniority, have the option of bumping either laterally or downward to any position for which the employee is reasonably qualified, and /or has the reasonable ability to be trained at the employee's expense to perform the essential tasks of the job within ninety (90) calendar days of appointment. The Department Director will make the determination within his/her sole discretion, as to whether the employee has the reasonable ability to be trained and/or perform the duties or not. Should the Department Director's decision on this matter have the practical consequence of violating the terms and conditions of the collective bargaining agreement this provision shall not preclude employees or their representatives from raising a grievance.
- 19.5 In the event of a lay-off, the Town will make every effort to give as much notice as possible. In no event will employees receive less than a three (3) week notice of lay-off, or, in lieu of notice, three (3) weeks pay at the employee's regular rate of pay in addition to all paid accrued leaves. The Union shall be furnished copies of all lay off notices for bargaining unit members three (3) days prior to notices being furnished to the affected employees.
- 19.6 Employees laid-off, demoted or transferred due to the exercise of their bumping rights or due to being bumped or whose positions are abolished, shall be placed on recall lists and recalled in order of Town wide seniority. Re-appointment shall

be to any vacancies which exist, first, in the class title/job classification from which the employee was laid-off; and second, in any position for which the employee is qualified and possesses Town wide seniority. Laid-off employees shall have the first right to recall for vacancies in the class title from which they were laid-off.

CONTRACTING OR SUB-CONTRACTING

- 19.7 If the Town is considering contracting out or sub-contracting work, which will eliminate bargaining unit positions, the Town shall notify the Union no later than seventy-five (75) days prior to making any final decision. The Town shall provide the Union no later than seventy-five (75) days prior to making any final decision with all financial data relating to the proposal being considered.
- 19.8 The Town shall impact bargain with the Union over the issues which will directly affect any remaining bargaining unit employees resulting from the proposed contract or sub-contract. The Union shall have the opportunity to present alternative proposals to the administration before the administration submits its recommendations to the Town Council. Thereafter the Union may present its alternative proposals to the Town Council in accordance with the Town Council's rules and procedures.
- 19.9 If the decision is then made to contract out or sub-contract work, to a private or other governmental entity, the Town shall request that the entity employ the Town's displaced personnel for a period of eighteen (18) months at such wage and benefit levels as the displaced employees received from the Town on the effective date of the sub-contract. However, if the sub-contractor is unwilling to hire the displaced employees with the conditions stated above, the affected employees shall have all of the rights as set forth in Article 19, Layoff and Recall.

ARTICLE 20 - SAFETY

- 20.1 The Town agrees that there will be a Town-wide safety committee which meets monthly during the term of this agreement. It is further agreed that the Bargaining Unit can have two (2) members on that committee.
- 20.2 If job equipment is considered unsafe by an employee, then it shall be the responsibility of that employee to immediately report to his/her supervisor the faulty, unsafe equipment. The supervisor will inspect the reported equipment and determine if the equipment will be used or repaired. The supervisor will document his/her determination in writing to the Department Director.
- 20.3 Employees who are required to wear safety devices and/or equipment shall have such devices and/or equipment provided by the Town at no cost to the employee unless damaged or lost through employee negligence.
- 20.4 From time to time the Town may administer safety incentive programs designed to increase employee safety and safe driving. These programs may involve all employees or certain specific work groups.

ARTICLE 21 - UNIFORMS

21.1 The Town shall provide uniforms to the following classes of employees at no cost to the employee. The Town further agrees to maintain and have laundered said uniforms:

The following articles shall be issued to each P.S.A:

1. Police Service Aides and P.S.A. Special Assignments shall be supplied with five (5) new complete sets of uniforms upon employment, which shall be replaced thereafter on an "as needed" basis as determined by the Chief of Police or designee. Further, the Town agrees that as a result of a uniform being damaged as a result of an employee working for the Town during said employee's working hours, the Town shall replace said uniform. Uniforms shall consist of the following:
 - a. five (5) shirts, in any combination of short and long sleeves and/or Departmental issued Polo Shirts with an embroidered badge and embroidered name base on assignment to be determined by the Chief of Police ;
 - b. five (5) pairs of "Docker" style slacks or skirts or any combination of slacks and skirts, at the employees option (skirts shall not be worn by P.S.A. Special Assignments when on road duty);
 - c. one (1) belt;
 - d. one (1) pair of shoes;
 - e. one (1) light weight jacket w/winter liner;
 - f. one (1) name tag;
 - g. one (1) hat;
 - h. one (1) metal badge;
 - i. one (1) set of rain gear which includes rain boots;
2. In addition to the above, the Town shall issue the following items to each P.S.A. Special Assignment assigned to road patrol:
 - a. one (1) whistle;
 - b. one (1) large Mag-Lite flashlight & Charger or equivalent;
 - c. one (1) reflective vest;
 - d. one (1) set of gloves;
 - e. dog repellent and holder;
 - f. second pair of uniform shoes (if needed);
 - g. one (1) Ballistic vest* (optional)

*If employee is assigned a vest, he/she shall be required to wear

the vest.

The above enumerated items shall be replaced on an "as needed" basis as determined by the Chief of Police or designee. Further the Town agrees that uniform items damaged in the course of the P.S.A. Special Assignment's work for the Town shall be replaced by the Town.

3. The Town shall provide uniforms for the building department as follows:

Building Inspectors

- a. five (5) shirts with Town of Davie Logo
- b. one pair of Town approved safety shoes
- c. one (1) light-weight jacket w/winter liner
- d. one (1) hard hat
- e. one (1) large Mag-Lite flashlight & Charger or equivalent;
- f. one (1) pair of rubber boots and rain gear;
- g. one (1) set of gloves;
- h. dog repellent and holder
- i. one (1) badge
- j. one (1) baseball hat

Permit Clerks

- a. five (5) shirts with Town of Davie Logo

4. Should the Town require any bargaining unit member to wear a uniform then the uniform will be provided at Town expense.

- 21.2. The Town shall provide uniforms for bargaining unit employees as follows:

1. Department director may require an employee to wear appropriate steel toed shoes as a safety precaution. Employees required to wear safety shoes will either receive two pairs of Town approved safety shoes per year, or will be reimbursed up to a maximum total of two-hundred (\$200.00) for safety shoes at the Department Director's discretion. Employees receiving safety shoes must wear the safety shoes at all times while on Town time, unless express written authorization from the department director is received relieving the employee of this obligation. Probationary employees who leave Town employment prior to completion of their probationary period shall be required to reimburse the Town for the cost of the safety shoes.
2. Uniforms will also be supplied and laundered for all employees working in the Public Works Department, and Utilities Department. Employees working in the Public Works Department and Utilities Department will be provided with five (5) t-shirts. Blouses and/or shirts supplied for Recreation employees will be laundered by the employee. All employees covered by this Article shall be required to wear the appropriate work shoes and supplied uniforms.
3. The Town agrees to, at the discretion of the Department Director; provide bargaining unit employees with rain gear and a jacket during the winter months.

21.3 All footwear referenced above shall comply with ANSI Z41-1991.

- 21.4 Any employee who breaks, damages or loses his/her uniform or other Town issued item (e.g., equipment) shall pay for the repair, replace the item and/or be subject to disciplinary action if the item was broken, damaged or lost due to the employee's negligence or if the employee could have avoided the break, damage or loss. The determination of whether the item was broken, damaged, or lost due to the employee's negligence or whether the employee could have avoided the break, damage or loss will be made by the Town Administrator or designee. Any disagreement regarding uniforms will be subject to the grievance provisions indicated in Article 7. Upon separation of employment with the Town, the employee must return all issued uniform items except safety shoes.

ARTICLE 22 - EDUCATION

- 22.1 Bargaining unit employees shall receive tuition reimbursement in accordance with the current Town of Davie Tuition Reimbursement policy (in effect on 10/1/08). A copy of the policy is attached to this contract.

In addition, all classes that are required in order to maintain an employee's current position shall be reimbursed at 100%, which includes tuition, books and fees. Departments shall have the discretion to reimburse at 100% classes which are required for immediate advancement within the same job progression. In the case where a department does not elect to pay 100%, the class will be eligible for the 80% reimbursement pursuant to current Town of Davie policy.

ARTICLE 23 - WAGE INCREASES

All Bargaining unit employees shall receive a 2% pay increase that will be effective 10/1/08. All Bargaining unit members shall receive an additional 1% pay increase to be effective on April 1, 2009.

ARTICLE 24 - LONGEVITY AND SERVICE AWARDS

- 24.1 The Town and the bargaining unit agree to maintain the longevity pay eligibility requirements effective immediately prior to the ratification of this agreement.
- 24.2 Consequently, in order to be eligible for longevity payments in the amount equaling six percent (6%) of the basic annual salary, current employee bargaining unit members must meet one of the following requirements:
- Regular full-time bargaining unit members currently employed in job classifications previously categorized as non-represented; who have served as such continuously for three (3) or more full years; and who were hired on or before July 17, 1991; and are eligible.
 - Bargaining unit members employed in job classifications previously represented by the Federation of Public Employees White Collar Unit and who were hired prior to March 05, 1986, are eligible.
- 24.3 Full Time employee bargaining unit members who do not meet one of the eligibility requirements for longevity payments in the amount equaling six percent (6%) of the basic annual salary shall receive longevity payments as follows:
- | | |
|---------------------------------------|-------------|
| Five (5) years of service | --\$500.00 |
| Six (6) to ten (10) years of service | --\$750.00 |
| Eleven (11) years of service and over | --\$1000.00 |
- 24.4 Part Time employee bargaining unit members who do not meet one of the eligibility requirements for longevity payments in the amount equaling six percent (6%) of the basic annual salary and who are paid for working a minimum of 1040 hours per year shall receive longevity payments as follows:
- | | |
|---------------------------------------|------------|
| Five (5) years of service | --\$250.00 |
| Six (6) to ten (10) years of service | --\$375.00 |
| Eleven (11) years of service and over | --\$500.00 |
- 24.5 Employees will be entitled to the longevity payment only if they have completed the specified number of years of service by October 1st of the contract year.
- 24.6 Longevity payments will be made on the first pay period in December.

- 24.7 At separation of employment with the Town, the employee member will be paid on a prorated basis from October 1st to the date of employment separation.
- 24.8 When an employee not currently in the bargaining unit transfers into a bargaining unit position any longevity increase that may be due to the employee shall be prorated at the rate listed above. Such prorated amount shall be computed from the date the employee was transferred into the bargaining unit position.

SERVICE AWARDS

- 24.9 Upon completion of five (5), ten (10), fifteen (15), twenty (20), twenty-five (25), thirty (30), thirty-five (35), forty (40), forty-five (45), and fifty (50) years of continuous service with the Town, employees shall be presented with service awards to be determined by the Town Administrator or designee. Part time employees shall be eligible for Service Awards.

ARTICLE 25 - INSURANCE

Employee Benefits

The Town agrees to offer to employees an IRC 125 cafeteria plan that will allow employees to choose health, dental, life, LTD and STD coverage based on their individual needs. The intent of this plan will be to cover 100% of the employee's expense to include individual health (EPO plan), dental, LTD, STD and life insurance (\$50,000). In addition, the Town will pay for a portion of dependant coverage depending upon which plan(s) the employee(s) choose(s). Employees will be given a Benefit Choice Dollar amount, which will be budgeted by the Town Administrator as part of the budget each year, to spend on benefits each pay period. Employees may elect to choose a more benefit rich plan, in which case an employee's out of pocket expense will be greater, or an employee may choose a less benefit rich plan, the result of which would be a lower premium out of pocket.

ARTICLE 26 - PENSION

- 26.1 Effective the first full pay period in October 2006, the Town will make available to all a defined benefit (DB) pension plan equivalent to the Non-Represented General Employee DB Pension Plan, currently in place, for all regular full-time bargaining unit members. No employee contribution to the DB pension plan will be required.
- 26.2 Prior to the October 2006 effective date of the DB pension plan for all regular full-time bargaining unit members:
- The Town will continue to contribute six percent (6%) of the salaries of individual bargaining unit members currently employed in job classifications previously represented by the Federation of Public Employees, to their current defined contribution (DC) 401(a) pension plan, and said individual employees will continue to contribute three percent (3%) of their salaries to the plan.
 - Bargaining unit members currently employed in job classifications previously categorized as non-represented and who are currently members of the Non-Represented General Employee defined benefit (DB) Pension Plan will continue membership in said plan with no employee contribution required.
- 26.3 Employees who as of the October 2006 effective date are not currently members of the Non-Represented General Employee defined benefit (DB) Pension Plan will be provided with a limited period of time during which said employees may make a one time irrevocable election to remain in their current defined contribution (DC) 401(a) pension plan, should they choose not to join the DB pension plan. The option of taking a loan out on the DC 401(a) pension plan will no longer be available to bargaining unit members who elect to remain in the DC 401(a) pension plan subsequent to the October 2006 effective date. Prior to the first full pay period in October 2006, the Town will continue to contribute six percent (6%) of the salaries of individual bargaining unit members who elect to remain in the DC 401(a) pension plan, and said individual employees will continue to contribute three percent (3%) of their salaries to the plan. Effective the first full pay period in October 2006, the Town will increase the Town's contribution to nine percent (9%) of the salaries of individual bargaining unit members who elect to remain in the DC 401(a) pension plan, and no employee contribution to the DC 401(a) pension plan will be required. Effective the first full pay period in October 2007, the Town will increase the towns contribution to eleven and four tenths percent (11.4%) of the salaries of individual bargaining unit members who elect to remain in the DC 401(a) pension plan, and no employee contribution to the DC 401(a) pension plan will be required.

- 26.4 The Town and the bargaining unit agree that the Town may amend and/or terminate and immediately reestablish the defined contribution (DC) 401(a) pension plan, the Non-Represented General Employee defined benefit (DB) Pension Plan, and/or the defined benefit (DB) pension plan to be effective the first full pay period in October 2006 in order to allow employees the option of utilizing contributions held in said plans to buy benefits in subsequent plans to which they may be eligible, to roll over funds to other eligible plans, or cash out funds from said plans.

ARTICLE 27 - PRIVATE DUTY DETAILS

- 27.1 Police Service Aides Special Assignment and Crime Scene Technicians who are qualified to work certain private duty details (qualification to work private duty details will be solely determined by the Town):
1. If injured while on an assigned private duty detail said employee shall be entitled to the same rights, privileges, and benefits as if he were injured while performing his duties for the Town, provided the Town has made the assignment.
 2. Private duty detail assignments shall be compensated at the current rate with a minimum of three (3) hours.
- 27.2 In addition to the hourly rate indicated above, the Town will collect the following fees from the vendor who hires the assigned employee for the detail:
- a. \$3.00 administration fee-per detail
 - b. Matching FICA @ 7.65%, Worker's Compensation @ 6.22%, and liability coverage @ 1%. (These percentages will be adjusted in accordance with any rate increases/decreases.)
- 27.3 Any bargaining unit employee who works a detail on Thanksgiving Day, The Day After Thanksgiving Day, Easter Sunday, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day and Independence Day shall be compensated at double the normal rate of private duty detail pay.

ARTICLE 28 - PERSONALLY ASSIGNED TAKE-HOME VEHICLE

- 28.1 Bargaining unit employees who are provided a take home vehicle shall be authorized to utilize their vehicle off-duty for incidental usage of personal errands or stops on the way to and from work.
- 28.2 In order to qualify for a take home vehicle, the bargaining unit employee must reside in Broward, Palm Beach, or Miami-Dade County.
- 28.3 Bargaining unit employees shall not use their Town take-home vehicle to convey passengers, except for another Town employee.
- 28.4 Bargaining unit employees assigned a Town take-home vehicle shall be allowed to convey immediate relatives (i.e., children to and from school or emergency situations) only after obtaining authorization from the Town Administrator or his designee.
- 28.5 The Town and/or individual departments may establish and/or amend rules governing personally assigned take-home vehicles at the Town's sole discretion. Non vehicle related disciplines shall not be used to take away vehicles from bargaining unit employees.

ARTICLE 29 - SALARY INCENTIVE, SPECIAL ASSIGNMENT AND DUTY PAY

- 29.1 Communication Training Officer designated by the Chief of Police or his designee to train Communication Dispatch personnel shall receive a pay differential of \$50.00 per month.
- 29.2 Road Patrol Police Service Aide (Special Assignment) designated by the Chief of Police or his designee to train Road Patrol Police Service Aides (Special Assignment) shall receive a pay differential of \$50.00 per month.
- 29.3 Bargaining unit employees in the positions of: Building Inspector, Mechanical Inspector, Plumbing Inspector, Electrical Inspector, Building Plans Examiner, Chief Building Inspector, Chief Electrical Inspector, Chief Plumbing Inspector shall be eligible to receive an annual incentive payment in the amount of \$3,600.00 which will be made in incremental payments on each pay period (i.e., approximately \$138.46 per pay period) while the employee remains in the applicable job classification. The parties further agree that this incentive payment will be paid only as long as the Town determines that the developmental activity within the Town warrants such incentive payments. In this regard, the parties agree that the Town's decision as to whether this incentive payment plan should be continued or modified remains in the Town Administrator's (or designee) sole and exclusive discretion, and that the discontinuance or modification of this incentive payment by the Town shall not be subject to any bargaining requirements before or after the decision is implemented.

ARTICLE 30 - DRUG- AND ALCOHOL-FREE WORKPLACE

- 30.1 The Town and the Union recognize that employee substance and alcohol abuse is a serious problem and can have an adverse impact on Town government, the image of the Town, the general health, welfare, and safety of Town employees, and the general public at large. Accordingly, the Town and the Union agree to promote a drug- and alcohol-free workplace. The Town will maintain a drug-free and alcohol-free workplace policy that meets the Federal Drug Free Workplace Act and the Florida Drug-Free Workplace program requirements as set forth in Chapter 440 of the Florida statutes. It is a condition of employment that all employees abide by the Town's drug-free and alcohol-free workplace policy. All current and future applicants and employees are covered by this policy and, as a condition of employment, are required to abide by the terms of this policy. Because of state or federal laws and regulations, certain employees may be subject to additional requirements. The Town shall require an employee to submit to drug and/or alcohol testing whenever it has reasonable suspicion that an employee is in violation of this policy. Random testing may be conducted pursuant to the Florida Drug-Free Workplace program. The Town may also conduct post-accident and post worker's comp drug testing in accordance with the Drug Free Workplace Policy as well as the Worker's Compensation Policy.

ARTICLE 31 - SAVINGS CLAUSE

- 31.1 If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by any court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect. In the event of the foregoing, the parties, upon demand, agree to renegotiate a replacement provision.
- 31.2 It is acknowledged that during negotiations which resulted in this agreement the Union had the unlimited right and opportunity to make proposals with respect to all proper subjects within the scope of representation. Therefore, for the term of this agreement, the Union agrees that the Town shall not be obligated to meet and confer with respect to any subject or matter not specifically referred to or covered in this agreement. All terms and conditions of employment not covered by this agreement shall continue to be subject to the Town's direction and control.
- 31.3 During the term of this agreement benefits enacted by this contract, shall not be changed without mutual consent of the Union and Town during the term of this agreement.

ARTICLE 32 - TOTALITY OF AGREEMENT

- 32.1 The Town and the Union recognize and agree that the provisions contained herein represent the totality of the agreement between the parties. It is understood and agreed, however, that the parties may by voluntary mutual consent, modify or add to this agreement at any time during its term. Absent such mutual consent, there exists no obligation or duty to otherwise negotiate during the term of this agreement, any provision to the contrary notwithstanding.

ARTICLE 33 - TERM OF AGREEMENT

This Agreement shall begin on October 1, 2008 and expire on September 30, 2009.

The parties agree that no earlier than one hundred twenty (120) days prior to the expiration of this agreement and no later than thirty (30) days prior to the expiration of this Agreement, the parties shall meet, confer and exchange proposals concerning the negotiations of a new agreement. If a new agreement is not reached upon expiration of this current agreement, this agreement shall continue in effect until a new agreement is signed.

The Town agrees to permit seven (7) bargaining unit employees to participate in contract negotiations between the Town and the Union during regular business hours with no loss of pay.

Date this _____ day of _____, 2009

TOWN OF DAVIE

POLICE

BY: _____
Mayor/Councilmember

BY: _____
Town Administrator

FLORIDA STATE LODGE
FRATERNAL ORDER OF

BY: _____
Staff Representative